

1895-061 Chancery Causes: A. L. Pridemore vs. James R. Ely to
Lee Co.

Williams, Sprinkle, Wood

CA-Debt
T-Property

To the Hon. H. S. K. Morrison Judge
of the Circuit Court of Lee
County Virginia:

Your orator A. L. Prioleau
who humbly complaining
would respectfully represent
that on the 2^d day of December
1889 Charles A. Ely Sarah C. Ely
and James R. Ely executed their cer-
tain writing obligatory bearing
date on that day whereby they
bound themselves to pay to Joseph
Williams by the first day of January
1892 the sum of two hundred and
sixty dollars and which said
writing obligatory bore interest from
Jan 1st 1890 on the 27th day

1890, by a writing interposed in and
and signed by the said Williams
he assigned said bond to your orator
The said bond nor any part thereof
has ever been paid to your orator
or his assigner but the same is
now wholly due your orator.

The said bond is herewith filed
marked "A" and is prayed to be
considered herewith as part thereof.

The said bond is for the payment
of so much of the purchase money
due on a tract of land sold by the
said Williams to the said Elys, which
said tract is situated in Lee County
Virginia on the Sulphur Springs road
about two miles north from Freeseville

and on which the said Williams has
a lien for the unpaid purchase money
of which this bond is a part a
proper deed, retaining a lien for
said purchase money will be found
filed herewith as part herof -
marked "D"

Since said sale to said Elys, they
have sold the said land to one
Elisha Sprinkle, who now lives
upon and claims to own the same
But which is subject to your order's
lien as above stated.

The object of this bill therefore
is to enforce said lien upon said
land and here so much thereof
sold as will pay the same and costs
and to effect the same to
said Williams to file his name in
accordance with his sale, retaining
a lien for any purchase money
due him - And should said land fail
to obtain a personal decree against
said Elys for the same; and should that
be unavailing to obtain a decree
over against Joseph Williams for any
deficiency.

The premises considered your order
prays that Charles F. Ely Sarah C.
Ely, James L. Ely Elisha Sprinkle and
Joseph Williams be made parties
defendants to this bill and answer to
same but they need not do so
upon oath that being waived and on

a hearing a decree he rendered enforcing
said lien & selling said land or so much
thereof as may be necessary to pay
the same and for costs due against
the said Elys and over against the said
William and that the said William
make & file the deed due from him
and for all other further and general
relief. May Expa issue &c.

A. L. Rilemore
P. q.

6/0.30 = ps.
 S 4.50 ps
 A 15.00 ps
 Estimated 5.00 ps
 \$34.80

A. L. Orieleware

v3 Bil chy.

James R. Ely et al

Exhibit A. enclosures.

1892 1st March Rule Book

1st 3rd not Executed

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1893 Could this year

1894 Could this year

1895 March Term Decree

final See Chay order

Book Page 147

Book Page 147

By 1st January 1892 after date we promise to pay to the order

\$266.00

of Joseph Williams

Two hundred and Sixty Dollars bearing interest from
January 1890 for value received, and hereby waive the benefit of our homestead exemption
as to this debt. Witness our hands and seal this 23rd
day of December, 1889.



Eagle Job Office.

Charles A. Ely (Seal)

Shraah C. Ely (Seal)

James R. Ely (Seal)

For value received
I assign the within
note to A. L. Pickens
June 27th 1890
Joseph Williams

James R. Elychal
To { note \$260.⁰⁰

Jos. Williams

To the Hon H. S. K. Morrison Judge of
the Circuit Court of the Co., Vt.
H. P. Hoad

Your petitioner, would respectfully
refer unto your Honor, that
on the 15th day of August 1892, &c.,
Swee as comes, in the Chancery
cause of A. L. Pridemore & vs. James
R. Ely et al, sold the land in
said case mentioned as appears by
said Swee's report filed therein &
that A. L. Pridemore at said
and ^{bid off} ~~bought~~ said land for \$351.46

Your petitioner for the follow-
ing reasons pray that said
report & sale be not confirmed,
1st Because said land is worth
more than \$351.46 the amt. of
said Pridemore's bid;

2nd That your petitioner is the owner
& holder of a note ^{of \$250.00} signed by said
deft. given for a part of the pur-
chase price of said land, & for which
there was retained in the deed of said
William's wife to said defts a ven-
dors lien

3rd That your petitioner will give
for said land \$450. and as evi-
dence of his good faith in this

offer, he here files with his petition bond payable to the Court of V^a in a penalty of \$1000. with H. R. Roush as his surety, conditioned to make said land being if offered for sale again said sum of \$450.

Since the prayer of your petitioner is that said land be again exposed for sale & that the biddings be reopened and he will ever pray &c.

H. P. Hood by
Pennington & Co. Attys

~~H. J. Wood~~

A. S. Pridemore

Petition of

vs { H. J. Wood

James N. Ely et al

A. L. Ridemore

of Decree
Final.

Jas. R. Ely et al.
March 7, 1895

O.B.,
Page 147

Enter this
March 7, 1895
W. J. M.

J. L. Pridmore

Plff

Against

J. R. Ely et al

Def

In chy-

This cause came on again this day to be heard upon the papers formerly read and the report of the sale of the land in the Bill & proceed^{ing} mentioned, made by D. C. Sewell Special Commissioner on the 15th day of May 1893 and was argued by counsel.

And in appearing to the court that said report has been filed the time required by law and that no exceptions have been taken thereto said report & sale are each confirmed and said Commr. Sewell will collect the purchase note when due & pay out to the parties entitled thereto & report his action to a future term of this court & the cause is continued.

A. L. Bidmore

W^h Secre

J. R. Ely et al

March 7. 1894

E. O. B. Page 566

March 7. 1894

Enter this

March 9. 1894

H. R. M.

1 A. F. Bridgman Compt.

2 vs.

3 James R. Ely et al Deft.

Chancery
In Hab.

4 This Cause came on again
5 to be heard upon the papers formerly read
6 therein and the report of sale of Comm.
7 D. C. Swell filed Oct. 25th 1892, the peti-
8 tion of W. P. Hood and his bond for
9 an upset bid filed therein, and was
10 argued by counsel. On consideration
11 of all which and for reasons appearing
12 to the Court it is adjudged, ordered &
13 decreed that said Comm. Swell do again
14 offer for sale the land in the line &
15 proceedings mentioned in the manner &
16 on the same terms as provided ^{for} in the
17 decree of the June term 1892 entered in
18 this cause. But he will stick the sale
19 of said land at \$450.00 the bid of W. P.
20 Hood, and accept no bid for less than
21 that sum. And he will report his ac-
22 tion to the next term of this Court. And
23 this Cause is continued.

A. L. Friedman

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James R. Elyakal

Entered in City O. B.
for \$450. March 9/93.
J. H. G. Dyall, Clerk

Enter this
March 9/93
J. H. G. Dyall

A. L. Priemore --- Plff
against
James R. Ely et al depts } In Chanc

This cause
Came on this day to be heard upon
the bill taken for confessed, and
~~was argued~~ exhibits filed, and
was argued by counsel, on
consideration of which and
for reasons appearing to the
Court it is adjudged ordered
decree that that the plff recover
from Charles S. Ely Sarah C. Ely
and James R. Ely the sum of \$260
and legal interest thereon from
January 31 1890 till paid and the cost
of this suit. And unless the said
sums be paid to the plff within
20 days from the rising of this
Court, then D. C. Sewell who
is hereby appointed a special
Commissioner for the purpose will
sell the tract of land on which
Elisha Sprunk resides & claiming
the debt being a lien thereon, or
so much thereof as may be
necessary to pay the same.
He will sell the same, by public

on a credit of six months
out cry to the highest bidder, except
so much as may be necessary
to pay the costs of suit & sale he
will require to be paid in hand
and for the residue take bond
bearing interest from day of sale
payable to himself as Corer, with
approved personal security.

But before proceeding to exe-
cute this decree he will exe-
cute bond before this Court with
approved security in a penalty
of \$600, conditioned to duly perform
the duties hereunder. - He will
then advertise said sale, times
terms & place thereof for at least
30 days prior thereto, on the front
door of the Court House of this
County (at which place he will
make said sale) and at one or
more public places in this
County. He will report his
actions to this Court at ~~some~~ the
next term & the cause is con-
tinged.

A. L. Pickens
W. Secrecy of sale
James R. Ely et al

June 2, 1892
Entered Chancery
O. B. Jones
370-1-June
20/892
D. J. Gatt

Entered this
June 8-1892
W. K. M.

A. L. Pridemore Comp.

vs; In chy

J. R. Ely et al Defts

To the Hon. H. S. Morrison

Judge of the Circuit Court for
Lee County, Virginia:

The undersigned ~~Special~~ Comm-
issioner appointed by a decree
in the chancery cause of A. L. Prid-
more against J. R. Ely et al rendered
at the June term 1892 of your
honors court begs leave to report
as follows:

That pursuant to the terms of said
decree, he proceeded to advertise the
the time terms & place of sale by
posting notices at three or more public
places in said county of Lee, one on
the front door of the court house and
another in the neighborhood of where
the land lies at least 30 days prior
to the day of sale; that on the 18th
day of August 1892, that being
a court day, at the front

door of the court house he offered
the land in the bill & proceedings
mentioned for sale at public out-
cry to the highest bidder on
a credit of 6 months, except a
sum sufficient to pay the commissions
of sale & costs of this suit, at which
sale A. L. Pridmore the plaintiff
in this case became the purchaser
at the price of \$351⁴⁶ of which
sum he paid \$50⁵⁶ the amount
of the commissions arising from the
sale & the costs of this suit; but
said purchaser did not execute
any note as he was the owner
of the debt and the land only
selling for the debt, interest, commission
& cost; that he paid the costs
as taxed by the clerk & retained
his costs.

All of which is respectfully
submitted.

D. C. Sewell

Spec. Comm.

A. L. Pridmore

Course report
Oct 3 Fall -

J. R. Ely et al

Filed Oct 25 1892

J. A. L. H. H. H.

A. L. Pridemore

vs

J. R. Ely et al

} In ch

To the Hon. W. S. R. Morrison,
Judge of the circuit court of
Lee County, Virginia:

The undersigned special Commissioner would respectfully report that pursuant to a decree entered in this cause on the 9th day of March 1893, after having first published the time, terms & place of sale by posting written notices thereof as directed by said decree he on the 15th day of May 1893, that being the first day of the May term of the County Court of Lee County, offered the tract of land in the Bill & proceedings mentioned to the highest bidder on a credit of Six months except as to cost of suit & expense of sale which he required to be paid down.

At said sale W. P. Wood being the highest bidder said land was knocked down to him at the price of \$450⁰⁰.

Said purchaser then paid down \$50⁵⁶ the costs of the suit & commission of the former sale, which

was used to reimburse the former purchaser, also of \$8⁰⁰ commissions for this present sale.

For the residue \$391⁴⁴ said purchaser executed his note to your court with George Hinder as his security, which note is deemed good & sufficient. While the price paid for said land is not a very high one your court believe it is the best that can be had & would recommend a confirmation of this sale.

Respectfully,

D. J. Sewell
Spec. Comm.

A. L. Pridmore
2⁵/₃ Report of
3 Court re-seal

J. R. Ely + etc

Filed May 23 1883
J. A. [unclear]

KNOW ALL MEN BY THESE PRESENTS, That we

are held and firmly bound unto the Commonwealth of Virginia, in the sum of

One hundred dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated *14* day of *June*, one thousand eight hundred and *Twenty-two*

The Condition of The Above Obligation is Such, That if the above bound *D. C. Sewell* shall faithfully perform the duties of *his* office or trust, as *Clerk*

under a decree of the Circuit Court of the County of Lee, pronounced on the *5* day of *June*, 18*92*, in the suit therein depending under the name and style of *A. G. Bridenbark* Plaintiff vs. *J. R. Ely et al* Defendant

and properly account for all sums of money *he* may receive as such *Commissioner*

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the presence of

D. C. Sewell (SEAL.)
J. A. G. Hyatt (SEAL.)
(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day
suret on the above bond, made oath before me J. A. G. Hyatt, Clerk of the Circuit Court of the County of Lee, that
estate after the payment of all just debts, and those
for which bound as securit for others, and expect to have
to pay worth the sum of
dollars.

Given under my hand this day of 18

Teste: Clerk.

A. L. Ordmon
3 Bond
J. R. Echeat

Filed July 14th 1892
J. A. Spatta

1 Know all men by these presents - that
2 we H. P. Hood and W. R. Roof are held
3 and firmly bound to the Commonwealth
4 of Virginia in the penal sum of \$1000
5 for the true payment whereof we bind
6 ourselves, heirs &c. firmly by these presents,
7 and we each waive the benefit of our
8 homestead exemption as to this bond,
9 Given under our ~~hands~~ hands & seals
10 this March 7th 1893.

11 The condition of this bond is such
12 that the above bound H. P. Hood has been
13 permitted by the Circuit Court of Lee County
14 by an order entered of record in the chancery
15 cause therein pending between A. L. Oridmore
16 Complainant and James R. Ely et al, defen-
17 dants - to put in an upset bid of \$450⁰⁰
18 for the land sold in said cause on the
19 15th day of August, 1892, by D. C. Sewell
20 Commissioner.

21 Now if said Hood shall on a re-sale
22 of the said land cause the same to bring
23 said sum of \$450, then this bond to be
24 void, otherwise to remain in full force,

25 H. P. Hood (Seal)
26 W. R. Roof (Seal)

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25 Dept Bird.
J. R. Eby & als

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

James R. Ely
Charles A. Ely, Sarah L. Ely
Joseph Williams and Elisha
Sperinckle

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *March 1892* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *Thems* by *A. L. Pridemore*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.
This *5th* day of *March* 18*92*, in the 11*th* year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

(9)
A. L. Fudmore

vs $\frac{3}{3}$ Spain Chcy

James R. Ely et al
To 1st March Rules 1892

Executed March 4th 1892
in part by delivering a
true copy of the within copy
to James R. Ely Sarah C.
Ely and leaving a copy of
the same with James R. Ely
for Charles M. Ely. he being
absent from his wife father
of said and the said James
R. Ely being the father of
the said Charles M. Ely
and also the age of sixteen
years old at that time

Executed March 4th
1892 by delivering
another copy of the
within to
Elisha Sprinkle
this March 4th 1892
C. E. Kilman et al

The Commonwealth of Virginia.

again
TO THE SHERIFF OF LEE COUNTY GREETING:

We Command You to Summon

*James R. Eely, Charles
W. Eely, Sarah L. Eely, Joseph Williams
and Elisha Sprinkle*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in
May next, being rule day to answer a bill in Chancery exhibited in our said Court against

them by *A. L. Pridemore*

And have then and there this writ Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse. This *20th*
day of *April* 18*92*, in the 11*6* year of the Commonwealth.

A Copy Teste

J. A. G. Hyatt Clerk

July. 23-

(D)

A. L. Friedman.

5 Almas Spar

vs Zen Leharay

James R. Ely et al

To 1st May Rules 1872

Executed April 23, 1892

by delivering and

of file copy of the

within 10 days to

James R. Ely, Charles

W. Ely, Sarah Ely

Joseph Williams and

Elizabeth Sprinkle

C. E. Flannery. S. L. 6